all of the partners had been adjudged bankrupt, and there had been no proceeding filed against the firm, the firm property could not be administered in bankruptcy without the consent of the solvent partner, who had the right to wind up the firm, paying over the share of the bankrupts to their trustees. This seems reasonably clear, however, from § 5(h).

BANKS AND BANKING—CHECKS ON TRUST FUNDS—DEPOSIT TO PERSONAL ACCOUNT OF TRUSTEE—LIABILITY OF BANK.—A corporation of which C. W. Van Voorhis was treasurer, opened an account with a certain bank under an arrangement by which the checks drawn upon such account were to be signed by C. W. Van Voorhis, as treasurer of the plaintiff corporation. The treasurer made three checks amounting to some fifty-nine thousand dollars, payable to the order of "W. M. Greenwood, or C. W. Van Voorhis," and signed in his corporate capacity. Another bank in which the treasurer kept his individual account placed these checks, endorsed by the treasurer, to his personal credit. The checks were collected and paid out on personal checks of the treasurer for his individual debts. *Held,* (SCOTT, J., and MCLAUGHLIN, J., dissenting), the face of the checks was sufficient notice to put the bank upon inquiry and it was, therefore, liable for misappropriation. *Havana Central R. R. Co.* v. *Knickerbocker Trust Co.* (1909), 119 N. Y. Supp. 1035.

It was conceded in this case that the form of the checks was notice that the funds were the property of the corporation. If a bank, in payment of an obligation, receives a check with such notice and does not make inquiry, it is liable to the owner of the check if there was no authority for such transfer. *Rochester, etc. Co.,* v. *Paviour,* 164 N. Y. 281, 52 L. R. A. 790; *Ward* v. *City Trust Co.,* 192 N. Y. 61. Whether a bank is liable to the same degree of care where it merely deposits checks representing trust funds to the individual account of a trustee, is not so well settled. One line of cases holds, that where there is no separate trust account, the fact that a trustee deposits a check payable to him as trustee to his personal account, does not give the bank notice of any misappropriation. *Batchelder* v. *Bank,* 188 Mass. 25; *Safe Deposit & Trust Co.* v. *Diamond Nat. Bank.,* 194 Pa. 334; *Coelman* v. *Buck etc. Bank,* 2 Ch. Div, 243, 254; *Woodbridge* v. *First Nat. Bank,* 61 N. Y. Supp. 258, 45 App. Div. 166. In the case of *Gate City etc. Assn.* v. *Nat. Bank of Commerce,* 126 Mo. 82, the financial secretary of the association endorsed checks payable to the association and the bank deposited them to his personal account. The court held, that the bank received the checks in good faith and due course of business and was not liable for his misappropriation of the money paid out on his individual checks. Mr. ZANE in his BANKS AND BANKING, page 220, note 18, holds that this case is wrong, and the cases of *Duckett* v. *Mechanic's Bank,* 86 Md. 400, 410, and *Farmers' Loan Co.* v. *Fidelity Trust Co.,* 86 Fed. 541, tend to sustain his position, that the fact that a trustee desires to place such checks to a personal account is notice of fraud, that the bank takes the first step toward misappropriation, and is liable. It is the duty of the bank to honor checks of its depositors though it knows such deposit includes funds held as trustee. *Am. Trust etc. Co.* v. *Boone,* 102 Ga. 202; *Int. Nat. Bank* v. *Claxton,* 97 Tex. 569, 65 L. R. A.

820, and the bank is liable only if it aids in the misappropriation. *Loring* v. *Brodie,* 134 Mass. 453. The check in the principal case is unusual in that it gives notice of a separate trust fund in another bank. The notice of this fact would seem to require more care by a bank than an ordinary check to or by a trustee.

BANKS AND BANKING—DEPOSIT SLIP HEADED BY MISTAKE IN ANOTHER'S NAME—BANKBOOK DOES NOT CONTROL.—A customer of a bank, by mistake, made out his deposit on a slip headed with the name of another customer. On presentation of his checks with his own bankbook and this deposit slip, the bank entered the amount in his bankbook, but the deposit was credited to the account of the other customer. On discovering the mistake the owner of the bankbook sued the bank for the amount of the checks. *Held,* he cannot recover, as the bank was not liable for negligence because the customer had made the first mistake, and the deposit slip and not the bankbook should govern. *Schwartz* v. *The State Bank* (1909), 119 N. Y. Supp. 763.

This is apparently a case of first impression, and shows clearly the futility of reliance upon a bankbook to determine the liability of a bank to a depositor. Though some courts have attempted to make a bankbook entry conclusive against the bank, *Mechanics' and Farmers' Bank* v. *Smith,* 19 Johns. 115; *Hepburn* v. *Citizens Bank,* 2 La. Ann. 1007, the true rule is that the bankbook is only prima facie evidence, is no more than a receipt, always open to explanation. ZANE, BANKS AND BANKING, § 132, p. 208; 1 MORSE, BANKS AND BANKING, Ed. 4, §291, p. 544. Following this rule checks entered to a depositor's credit will be charged back if found worthless on attempted collection, *Union Safe Dep. Bank v. Strauch,* 20 Pa. Super. Ct. 196, and in case of garnishment the name in which a deposit stands is only presumptive evidence of ownership. As it is customary to make deposits to another person, *Andrews* v. *State Bank,* 9 N. D. 325, 83 N. W. 235, and the name on the deposit slip is evidence of that intention, the ruling in the principal case seems based upon sound authority.

CONSTITUTIONAL LAW—FREEDOM TO CONTRACT—MASTER AND SERVANT—REGULATING HOURS OF SERVICE.—Defendant was convicted of having suffered and permitted certain employes to work in his cake and bread bakery for more than six days in one week, in violation of § 10,088, Rev. St. 1899. The statute provides, "That no employe shall be required, permitted, or suffered to work in a biscuit, bread, pastry or cake bakery, or other bakery or confectionery establishment in this state, more than six days in one week." *Held,* that the statute was unconstitutional. *State* v. *Miksicek* (1910), — Mo. —, 125 S. W. 507.

In reaching its conclusion the court construed the statute to be in violation of Art. 2, § 4, and Art. 2, § 30 of the Missouri Constitution; and Art. 14, § 1, Const. U. S. Amend. The sections from the Missouri Constitution referred to are: " * * * that all persons have a natural right to life, liberty and the enjoyment of the gains of their own industry * * *"; and "that no person shall be deprived of life, liberty or property, without due